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May 5, 2008

By Hand Delivery

The Honorable Leonard P. Stark
United States District Court
844 North King Street
Wilmington, DE 19801

***Re: Sea Star Line, LLC v. Emerald Equipment Leasing, Inc.
C.A. No.: 05-245 (JJF)(LPS)***

Dear Judge Stark:

This is Sea Star Line, LLC's ("SSL") response to Emerald Equipment Leasing, Inc.'s ("EEL") letter date April 30, 2008 regarding discovery issues.

On April 21, 2008, SSL responded in detail to EEL's allegations as to outstanding discovery issues and requested certain information. EEL's attorney merely replied: "Emerald believes the responses you provided below to the issues raised are inadequate" D.I. 184-3 at 11. Having reviewed EEL's letter dated April 30, 2008, SSL submits:

Trucker Invoices

1. EEL's assertions that "[i]n its initial March 3, 2008 document production, Sea Star copied only the front page of the invoices" and provided only "partial invoices" are, at best, false. D.I. 184 at 1. Prior to and during the December 20, 2007 hearing, EEL "tailored" or "targeted" demands for certain truckers' invoices to SSL. D.I. 151 at 8; D.I. 158 at 62. EEL's attorney represented "what we've asked for is basically trucker information, because the trucker information has both the containers and the chassises.... [T]he client [EEL] has said, you know what, if we could get the trucker invoice, that will list the chassises...as well." D.I. 158 at 47. With respect to the five largest trucking companies, the Court ordered that "Sea Star shall provide copies of all invoices exchanged between Sea Star and those companies for services rendered between April 29, 2002 and September 30, 2002." D.I. 160 at 7.

The definition of "invoice" is "[a]n itemized list of goods or services furnished by a seller to a buyer, usu. Specifying the price and terms of sale" Black's Law Dictionary 833 (7 ed. 1999). In compliance with the Court's Order, SSL personnel located its warehoused accounting files; they extracted, copied, and provided 5870 invoices from these trucking companies for services rendered during the relevant period. Attached as Exhibit "A" are examples of each trucker's invoices. These

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documents are not merely “the front page of the invoices” or “partial invoices.” They are in fact the invoices.

Nevertheless, EEL evidently found that truckers’ invoices did not “list the chassis.” EEL’s attorney later complained that “the primary issue is whether we are going to get the other documents **with** the trucker invoices which show all the equipment used, including chassis.” D.I. 184-3 at 5 (emphasis added). Rather than raise issues regarding the Order’s specific requirements or endure further accusations of manipulation [D.I. 158 at 60], SSL boxed and sent the original accounting files to Wilmington for EEL’s inspection. The files include not only the invoices but also the other materials furnished by these truckers as “backup” or “accompanying” documentation to SSL.

EEL does not identify what “requested backup documentation” or “accompanying documentation” allegedly is missing from the SSL files. Whether or not “Emerald discovered that only about 20% of the invoices in question had the requested backup documentation” [D.I. 184 at 2], is immaterial. The explanation is simple: Undisputably the third-party truckers prepared and submitted invoices and whatever documentation they deemed necessary in billing SSL for movements. One trucker may have furnished copies of TIRs, while others may have supplied copies of documents such as booking notes. That the truckers’ invoices and accompanying documentation may not satisfy EEL is not SSL’s fault. Surely EEL cannot be accusing SSL of failing to produce not only the invoices but also the other documentation received from truckers and stored for several years in the ordinary course of business. Throughout this litigation SSL has produced thousands of TIRs, as well as depot records. If EEL believes the invoice information provided by truckers is incomplete, any recourse would be to the truckers.

2. To determine the five largest truckers, SSL utilized its accounting records, which are based on “dollar amount of the invoices,” not “number of loads moved and equipment pieces involved.” D.I. 184 at 2. To search for truckers as EEL has suggested would require SSL to examine and analyze every piece of documentation from every trucker in the relevant time period and add up each piece moved. Clearly, this is an overly burdensome request. Based on its records, SSL has identified Eagle Systems as one of the five largest truckers during the relevant period. SSL has satisfied its obligations.

3. Notwithstanding EEL’s suspicions and suppositions, Caribbean Shipping Services Inc.’s invoices evidence its billings for trucking services. EEL “understanding” as to how “Caribbean is known in the industry” remains unsupported and irrelevant. *Id.*

Vessel Manifests

EEL’s contention that “numerous ‘blank manifests’” appear in SSL’s production either specifies non-SSL vessels, operated by third parties, or may concern manifests outside the May 1, 2002 through June 30, 2002 time frame of the Order. As to the “Simone J” and “Island Trader,” for example, each “cover page” is in reference to a manifest that SSL does not have and is not in the SSL

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computer system; SSL long ago produced copies of the documentation prepared and provided by the carriers which operated these vessels. "Producer," "Hawaii," and "Discoverer" are Horizon Lines vessels. To the extent that SSL had received manifests from third-parties, SSL has produced those documents.

Interrogatory No. 1

EEL's complaint as to Interrogatory No. 1 is unfounded. EEL produced paper copies of its "invoices," which are merely EEL's compilation of information on an excel spreadsheet. SSL requested that EEL produce the spreadsheets in electronic format. EEL refused. After many months, EEL finally produced the spreadsheets in electronic format. However, that version did not match the paper version previously produced by EEL. Apparently EEL has continued to revise its "invoices," which relate to over 6,000 pieces of equipment. SSL is concerned that as EEL continues to update its "invoices," SSL will have to go through the process of trying to determine what edits were made. Therefore, SSL suggested to EEL that a process needs to be put into place whereby SSL will be provided with updated "invoices" which make clear what edits have been made. Further, there needs to be an agreement on a deadline for edits to the "invoices" as it will be difficult for SSL to respond to continual updates prior to trial. SSL expressed these concerns with EEL's counsel. Because the same issue could arise with the exhibits to SSL's answer to interrogatory No. 1, SSL suggested that the process be agreed upon before the parties start exchanging electronic documents. This is a reasonable request, to which EEL has not provided a proposal. SSL has not refused to provide the requested information.

Conclusion

According to EEL, less than 10% of the 5870 invoice copies, together with numerous other documents, produced by SSL – *i.e.*, "approximately 500 trucker invoices" – disclose "SSL's use of Emerald's equipment". D.I. 184 at 3. EEL alleges that "approximately 223 of these invoices included Emerald chassis which were never shown on Sea Star's self-billing reports" and that "approximately 28 of the chassis which appeared on the trucker invoices involved Emerald equipment which Emerald had not previously identified as equipment used by Sea Star and now must be added to Emerald's claim." *Id.* Until EEL makes a claim identifies such "catch me if you can" chassis, comprising less than ½% of the equipment involved in the trucker invoices, and makes a claim, SSL cannot respond. For instance, SSL cannot determine whether any of the 28 chassis was involved in shipments in process or was sold to SSL or another party. At best EEL's conclusion reveals that its contentions lack real substance.

Respectfully,

 Kathleen M. Miller (2898)

cc: Ronald Gellert, (w/encl.) by electronic filing
Alan I. Moldoff, Esquire (w/encl)(by email)

Exhibit A

ACIS All Coast
Intermodal Services

REMIT TO
P.O. DRAWER 505
GRIFFIN, GA 30224

CUSTOMER COPY
PLEASE INCLUDE
FREIGHT BILL NUMBER
ON ALL CORRESPONDENCE
AND REMITTANCES

SHIPPER	BILL DATE	DISPATCH DATE	BOOKING #	FREIGHT BILL #
SEA STAR 5860 WILLIAM MILLS ST BLOUNT ISLAND TERMINAL JACKSONVILLE FL 32226	5/24/02	5/22/02	GU585N0360	FC149827
BILL OF LADING:				
DRIVER: CARVER H ROBERT			OUT: 5/22/02	
TRACTOR #:			IN: / /	
NSIGNEE	CONT 1:	CONT 2:		
CUTLER HAMMER C/O DIAMOND 1500F CONTINNENTAL CHARLOTTE NC 28273	3516 UXXU480026			
	DESCRIPTION			CHARGES
	Freight Charges:			400.00
	FUEL SUR-CHARGE			8.00
TO 5192	<p>ENTERED AUG 22 2002 BILLING CLERK</p>			
SEA STAR 100 BELL TEL WAY SUITE 300 JACKSONVILLE FL 32216 C/O:				
TOTAL				408.00

Billing Inquiries: (704) 827-1109

SEE REVERSE SIDE



ORIGINATING TERMINAL INFORMATION
EAGLE SYSTEMS, INC.
1921 HECKSCHER DRIVE, #4
JACKSONVILLE, FL 32226

INVOICE DATE
6/19/02

CUSTOMER CODE
31345

LOCATION
058

ORDER NUMBER
43034-00

RETURN DATE

PLEASE REFER TO THIS NUMBER
IN ALL CORRESPONDENCE

INVOICE NO.

BC058004303400

REFERENCE NUMBER
V04954-1A

TRAILER/CONTAINER NUMBER
STRU488543-8

RELEASE NUMBER

SEAL NUMBER

SHIPPER

CONSIGNEE

EAGLE SYSTEMS - JAX
1921 HECKSCHER DR. UNIT 4
JACKSONVILLE, FL 32218

SPECIAL INSTRUCTIONS

JAX/LAKE WALES, FL/JAX 48'HC

INVOICE TO:

SEA STAR LINE, LLC
100 BELL TEI WAY SUITE 300
JACKSONVILLE, FL 32216

JUN 24 2002

PLEASE REMIT TO:

EAGLE SYSTEMS, INC.
P.O. BOX 2177
WENATCHEE, WA 98807-2177
(509) 884-7575

PAYABLE IN US FUNDS

DESCRIPTION OF SERVICES	UNITS	RATE	CHARGES
JAX/LAKE WALES, FL/JAX	1.00	400.00	400.00
FUEL SURCHARGE 2%	400.00	.02	8.00
<p>ENTERED JUL 27 2002 BY: SUSAN</p> <p><i>Do you want to add PO</i></p>			
TERMS: Net Payable Upon Receipt	LATE CHARGE: 1 1/2 % PER MONTH		TOTAL CHARGES > 408.00

REMITTANCE SLIP - Please include with your payment - REMITTANCE SLIP

LOCATION 058	INVOICE DATE 6/19/02	CUSTOMER CODE 31345	INVOICE NO. BC058004303400	PLEASE REMIT TO:	
REFERENCE NUMBER IV04954			TRAILER/CONTAINER NUMBER STRU488543-8		
INVOICE TO: SEA STAR LINE, LLC 100 BELL TEI WAY SUITE 300 JACKSONVILLE, FL 32216				EAGLE SYSTEMS, INC. P.O. BOX 2177 WENATCHEE, WA 98807-2177 (509) 884-7575	
				TOTAL CHARGES >	408.00

CARIBBEAN SHIPPING SERVICES INC.**INVOICE**1505 DENNIS STREET
JACKSONVILLE, FLORIDA**CSS-30067T**

32204

PHONE: 904-358-3200

FAX: 904-358-0032

5/10/2002

EMAIL:


TO SEA STAR LINES
100 BELL TEL WAY SUITE 300
JACKSONVILLE, FL 32216

SHIPPER SMITHFIELD PACKING CO.
CONSIGNEE NORTHWESTERN SELECTA

PIECES: 1895
WEIGHT: 48624.00 LB
22101.82 KG
DESCRIPTION: LOAD# 4110/PO#4488/4446/ORDER#7095.
ORIGIN: JAX
DESTINATION: SJ
CUST REF: 4110

SHIPLINE: SEASTA
VESSEL: EL MORRO JUL 03 2002
VOYAGE: 260
DEPARTURE: 5/10/2002 DT: 0000Z
BL: PRMU595526
HOUSE #:
FILE #: CSS-30067

CODE	DESCRIPTION	AMOUNT
REPO	REPOSITIONING CHARGES	250.00


CS00084
Charleston

SE 75430

Total USD: \$ 250.00

COMMENTS: REMIT TO: CARIBBEAN SHIPPING SERVICES
1505 DENNIS STREET
JACKSONVILLE, FL. 32204

mit to:

Carolina National Transportation, Inc.

Carolina National Transportation, Inc.

P.O. Box 6197

Chicago, IL 60680-6197

(843)849-0451

PRO NUMBER: CNT-654253

CONSIGNEE: SEA STAR LINES
BLOUNT ISLAND
JACKSONVILLE, FL 32099

F R E I G H T B I L L

SHIPPER: SHERWIN WILLIAMS
400 WINTER HAVEN ROAD
WINTER HAVEN, FL 33880BILL TO: SEA STAR LINES LLC
100 BEL TEL WAY
SUITE 300
Jacksonville, FL 32216

Requirements:

ENTERED

NOV 21 2002

COOKIE

Date Billed	Date Shipped	Delivery Date	Pro Number	Agent	Customer Ref #
7/17/2002	07/09/2002	07/10/2002	CNT-654253	CNJ	NPRU675115

of Pcs	Actual	Description	Units	Rate	Total
	0	Containerized Freight	1	375.00	375.00
	0	CONTAINER# NPRU 675115-9	0	0.00	0.00
	0	BK# LL 15229	0	0.00	0.00
	0		0	0.00	0.00
	0	REF# Q-91	0	0.00	0.00

MS: All accounts due 15th day following purchase. AMOUNT DUE 375.00

lure to make payment 30 days after date is basis for legal action
be taken and buyer agrees to pay all court costs and reasonable attorney
s with interest at 1-1/2% per month which is equal to 18% annum.

White Copy is Original Freight Bill

PO not in the sys. 11/1

NOV 04 2002

INTERMODAL

OCT 13 2002

INTERMODAL



H & M INTERNATIONAL TRANSPORTATION, INC.

PO BOX 31524
HARTFORD, CT 06150-1524
201997-4400

INVOICE NO: 2195697
INVOICE DATE: 5/17/02
PAGE NO: 1
REP. NO.: 50

Bill to:

DELIVERED TO:

STAR LINE
100 BELL TELL WAY
SUITE 300
DUNSMVILLE FL 32246

H&M
KEARNY NJ 07032

ACCOUNT NO: 0146750

PIER Packer TML S/S LINE NAVIERAS H & M REF # 31710
QUANTITY UNIT DESCRIPTION RATE AMOUNT

CONTAINER CAXU 7059945 OUR ORDER 2126943 FULL

QUANTITY	UNIT	DESCRIPTION	RATE	AMOUNT
1	EA	DRAYAGE O/D	82.00	82.0

BROKER:
REF #:
BL #:
PO #:

PICKED UP: 5/07/02
DELIVERED: 5/07/02
RETURNED: 5/07/02

90 9/30 OK
7059945 AA

ENTERED
OCT 02 2002
BY: SUSAN

PLEASE MAKE CHECK PAYABLE TO --> H & M INTERNATIONAL TRANS. INC.

TERMS: NET UPON PRESENTATION

PLEASE PAY THIS AMOUNT

\$82.00